

1706

AGREEMENT

between the

BELMAR BOARD OF EDUCATION

and the

BELMAR TEACHERS' ASSOCIATION

1995-1996

and

1996-1997

and

1997-1998

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PREAMBLE

This Agreement is entered into this day of August, 1995, by and between the Board of Education of Belmar, New Jersey, from now on called the "Board", and the Belmar Teachers' Association, from now on called the "Association."

PROVISIONS OF AGREEMENT

A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is ratified by the Board and the Association.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to the Board at 1101 Main Street, Belmar, New Jersey 07719.
2. If by Board, to the Association president. The address of the Association president shall be provided to the Superintendent upon the opening of school each year.

D. The Board and the Association agree to promote the statutes requiring affirmative action, that there shall be no discrimination, and that procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

E. Any individual contract between the Board and any individual represented by the Association, heretofore or hereafter executed, shall be subject to and consistent

with the terms and conditions of this Agreement. Any contractual provisions of such an individual contract found to be inconsistent with the terms of this Agreement shall be void and this Agreement shall be controlling during its duration.

ARTICLE 1

RECOGNITION BY BOARD OF EDUCATION

The Board hereby recognizes the Association as the majority representative for collective negotiations concerning the terms and conditions of employment for all certified educational personnel employed under contract, or on leave, but excluding substitutes, psychologists, confidential employees and other excluded by the Act.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations for a successor agreement according to the timetable established by the Public Employment Relations Commission. The agreement negotiated by the parties shall be reduced to writing and be signed by the Board and the Association.

B. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

D. Subject to the provisions of N.J.S.A. 34:13A-1 et seq., the Board agrees not to negotiate concerning the terms and conditions of employment of the teachers in the negotiating unit as defined in ARTICLE 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by any person covered by this Agreement or the Association as to its rights under this Agreement that there has been a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of any established policy, agreement, or administrative decisions governing an employee except that the term "grievance" shall not apply to (1) any matter for which a method of review is prescribed either by law or any rule or regulation of the State Commissioner of Education, or (2) a complaint of a non-tenured teacher which arises by reason of not being re-employed, or (3) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention required.

B. Principles

1. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time the employee should reasonably be expected to be aware of its occurrence.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the

aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Notwithstanding anything to the contrary contained in this Article, it is agreed that if, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the immediate supervisor.
5. Rights of Teachers to Representation.
 - (a) Any aggrieved person may be represented at all stages of the grievance procedure by the employee, or, at the employee's option, by a representative selected or approved by the Association.
 - (b) When a teacher is not represented by the Association at the time of submission of the grievance to the Board of Education at the fifth step of the grievance procedure, the Association will be

notified that the grievance is in process and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

(c) The Board and the Association shall assure an employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting an appeal with respect to personal grievances.

6. Costs.

- (a) Each party will bear the total cost incurred by themselves.
- (b) The fees and expenses of the arbitrator are the only costs which will be shared by the Board and the Association and such costs will be shared equally.

7. Miscellaneous.

- (a) Forms for filing grievances shall be prepared by the Superintendent. The Association shall submit its recommendations with respect to the format.
- (b) All meetings and hearings under this procedure shall be conducted in private, except as may be required by law, and shall include all parties in interest, and their designated or selected representatives

C. Procedure

1. Any employee who has a grievance shall discuss it first with the employee's immediate supervisor
2. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee shall set forth the grievance in writing to the immediate supervisor specifying:
 - (a) the nature of the grievance.
 - (b) the nature and extent of the injury, loss or inconvenience.
 - (c) the relief which is sought.
3. The immediate supervisor shall communicate the decision to the employee in writing within five (5) school days of the receipt of the written grievance.
4. If the grievance is not resolved to the employee's satisfaction, the employee no later than five (5) school days after receipt of the of the immediate supervisor's decision, may request a review by the Superintendent of Schools. The request shall be submitted in writing to the Superintendent of Schools. The Superintendent shall communicate the decision to the employee in writing within ten (10) school days of the receipt of the written grievance.

5. If the grievance is not resolved to the employee's satisfaction, the employee no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within fifteen (15) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
6. If a decision of the Board does not resolve the grievance to the satisfaction of the employee and the Association wishes review by a third party, the Association shall so notify the Board through the Superintendent within ten (10) days of receipt of the Board's decision.
7. The following procedure will be used to secure the services of an arbitrator:
 - (a) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the

American Arbitration Association to submit a second roster of names.

- (c) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- (d) The decision of the arbitrator shall be advisory.

ARTICLE 4
TEACHERS RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations as a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment covered by this Agreement by reason of membership in the Association and its affiliates, institution of collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as the teacher may have under New Jersey School Laws or other applicable laws and regulations.

C. No teacher shall be disciplined without just cause. Any such action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure under this Agreement.

D. No teacher shall be prevented from wearing Association pins or other similar identification of membership in the Association or its affiliates, providing the wearing of such identification does not cause any disruption of the functioning of the school.

E. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in the teacher's office, position, employment, salary or salary increments, then the teaching staff member shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of the teaching staff member's choosing present to advise and represent that person during such meeting or interview.

F. Any criticism by a supervisor, administrator or Board member of a teacher's instruction method shall be first made in confidence and not in the presence of students, parents, or at any public gatherings until such time as a reasonable opportunity for review and response has been provided. Any criticism of a teacher by the Board, Board members, the Superintendent or any other supervisory or administrative personnel shall be first made in confidence and not in the present of students, parents, or at any public gatherings until such time as a reasonable opportunity for review and response has been provided.

G. The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the

Belmar School District based upon the teacher's professional judgment of available criteria pertinent to any given subject area or activity to which the teacher is responsible. No grade or evaluation shall be changed without the teacher being notified and having had an opportunity to discuss the change.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association, Monmouth County Education Association, New Jersey Education Association, and National Education Association may be permitted to transact official Association business on school property at reasonable times.

B. The Association and its representatives shall have the right to use the school building at reasonable hours for meetings.

C. The Association shall have the exclusive use of a bulletin board in each faculty lounge in the building.

D. The Association may use the school mailboxes in a reasonable manner with the permission of the Superintendent, provided that distribution of materials through the mailboxes will be effected by the Association.

E. United States mail addressed to Association representatives will be placed in their mailboxes.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

G. The Board shall, upon request by the Association President, make known to the President when and where information is available that the Board is required by law to release to the public.

H. The Association may appoint a committee to study orientation programs for new teachers and make recommendations to the Superintendent.

ARTICLE 6

SCHOOL CALENDAR

The Association shall meet with the Superintendent and submit to the Superintendent its recommendations for the school calendar on or before March 15th preceding the next school year.

ARTICLE 7

NONTEACHING DUTY

A. No person represented by the Association, with the exception of the school nurse or nurses, shall be required to drive students to the students' home or to activities which take place outside of the school building.

B. Teachers will be assigned to non-teaching duties by the administration such as:

1. Lunchroom supervision.
2. Playground supervision.
3. Central detention supervision, not to exceed five (5) days per teacher per year.

ARTICLE 8
TEACHER EMPLOYMENT

A. Previously accumulated unused sick leave days will be restored to all returning teachers from extended leaves of absence.

B. Tenured teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th. Non-tenured teachers shall be notified of their contract and salary status for the ensuing year no later than May 15. The Association agrees that the Board does not have to quantify the salary status in the renewal notice when negotiations are in progress. Renewal notifications submitted to teachers or employees covered by this Agreement shall be accepted or rejected within five (5) days of written notification. The written notification shall be receipted by the teacher and the full text of this paragraph shall appear on the cover sheet of the notice. Failure to notify the Board of acceptance within five (5) days shall constitute rejection of the contract and create a vacancy within the staff.

C. The Board shall, in its sole discretion, have the authority to grant up to a maximum of full credit on the Teacher's Salary Schedule for previous outside teaching experience in a duly accredited public school upon initial employment with the school district. Additional credit not to exceed three (3) years for military experience and time spent on a Fulbright scholarship, may, at the sole discretion of the Board (except as required by law), be given upon initial employment.

D. The Board agrees to hire teachers holding standard certificates, provisional with advanced standing, or provisional through the alternative route method of certification issued by the Teachers Certification Office of the New Jersey Department of Education.

E. The Board shall make every effort to provide substitute teachers for all teaching personnel. In those cases in which substitutes are not available, the Association recognizes the responsibility of teachers to cover the classes of absent teachers. In the event a teacher is required to cover the class of an absent teacher during a regularly scheduled preparation period, such teacher shall receive compensation at the following rates:

1995-1996 school year	\$15.00 per regular classroom period
1996-1997 school year	\$20.00 per regular classroom period
1997-1998 school year	\$25.00 per regular classroom period

F. All substitute teachers shall perform all duties of the absent teacher.

ARTICLE 9

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedules A, B and C which are attached hereto and made a part hereof. The salary schedule for the 1995-1996 school year is Schedule A; the salary schedule for the 1996-1997 school year is Schedule B; and the salary schedule for the 1997-1998 school year is Schedule C. The salaries for non-academic positions are set forth on Schedule D, which is attached hereto and made a part hereof.

B.

1. Teachers shall be paid in twenty (20) equal semi-monthly installments.
2. Teachers may individually elect to have an amount of their monthly salary deducted from their pay. These funds shall be deposited with the Monmouth-Ocean Teachers Federal Credit Union and the deposit shall be made within ten (10) days of the pay date.
3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
4. Teachers shall receive their final checks on the last teacher work day in June as defined by the Board.

C. Teachers may elect to be paid on a summer payment plan pursuant to N.J.S.A. 18A:29-3, provided however, that notice of the election to be paid on this plan is given in writing to the Board Secretary on or before June 30th preceding the school year. In such event, payment to the teacher shall be made effective as of

September 1st of the school year. If a teacher desires to discontinue the summer payment plan, notice shall be given in writing to the Board Secretary on or before June 30th preceding the school year.

D. The Board may withhold, for inefficiency or other good cause, any salary increment by a recorded roll call vote of the full membership of the Board. It shall be the duty of the Board, within ten (10) days of such action, to give written notice of its action to the teacher affected in a form substantially similar to that required by N.J.S.A. 18A:29-14.

ARTICLE 10
TEACHER ASSIGNMENT AND HOURS

A. Teachers shall be given written notice of their tentative class and subject assignments by May 15. The administration may alter, modify or change such assignments in the event of unusual circumstances or emergencies.

B. In the event a change is required in the tentative assignment, prompt written notice will be given to the teacher affected. If a long term assignment is made, a teacher shall receive one (1) day release time.

C. The Board will provide teachers with one preparation period on each school day. Preparation periods will have a duration of forty-five minutes. The Superintendent (or a designee) may eliminate a teacher's preparation period and assign the teacher to classroom duty in the event of an emergency or scheduling difficulties. If a teacher's preparation period is eliminated and the teacher is assigned to classroom duty, the teacher shall be compensated in accordance with the provisions of Article 8, Section E.

D. Teachers shall be required to report for duty at 8:05 a.m. and shall be permitted to leave after 2:45 p.m. on each school day. (The student day will commence at 8:10 a.m. and end at 2:45 p.m.)

ARTICLE 11

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent not later than April 1 of the academic year preceding the academic year for which the change is desired. The statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference. The request must be renewed in writing each year if it is not granted on initial application.

B. The Superintendent shall post a list of vacancies on March 15. The list shall include the educational background and work experience required for each position. In the event that vacancies occur after March 15, a list of such vacancies shall be posted not later than five (5) school days following the vacancies.

ARTICLE 12

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Involuntary transfers shall be accomplished as follows:

1. Definition - Transfers shall be construed as grade level or subject area.
2. In the event of an involuntary transfer or reassignment, the employee shall have the right to a conference with the Superintendent.
3. The teacher may, at his option, have a representative attend the conference with the Superintendent.

ARTICLE 13

PROMOTIONS

A. A notice of vacancy in a promotional position shall be posted in the school at least one (1) week before applications are due except under unusual circumstances. A copy shall be sent to the Association. The list shall include the educational background and work experience required for each position.

B. Teachers who desire to apply for such vacancy shall submit their application in writing to the Superintendent within the time limit specified within the notice. When the vacancy described in the notice is filled, the Superintendent may destroy all applications for the position.

ARTICLE 14

SUMMER SCHOOL PROJECTS AND SUMMER FEDERAL PROGRAMS

A. All openings for positions in summer school projects, summer Federal projects, including Chapter I and other summer programs, shall be posted by the Superintendent in the school and a copy of the notice shall be sent to the Association. This list shall include the education background and work experience required for each position. Teachers desiring to apply for such openings shall submit their applications in writing to the Superintendent within the time limits specified in the notice. When the positions described in the notice have been filled, the Superintendent may destroy all applications for the position.

B. The hourly rate of pay for the summer program shall be \$12.00 per hour. During each week a teacher is working in the summer program, the minimum number of hours of work shall be 16 hours and the maximum hours of work shall be 20 hours. All personnel hired for positions in the summer program shall be paid the stipulated hourly rate of pay without discrimination as to sex.

ARTICLE 15

TEACHER EVALUATION

A. A teacher shall be advised an evaluation has been made and shall be given a copy of the evaluation report within two (2) days after the post evaluation/observation summary conference. No teacher shall be required to sign a blank evaluation form.

B. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

C. If derogatory reports or materials are to be retained for other than investigation, the teacher shall be given a copy of the reports or letters, which shall be initialed to acknowledge the receipt of the copy, and be given the opportunity to file a written answer to such material. This answer will be placed along with the derogatory material in the teacher's file. If the material is not to be retained, it shall be destroyed by the Superintendent.

ARTICLE 16

TEACHER FACILITIES

A. The Association may install a soda machine in each faculty room. The cost of this item shall be borne by the Association and the profits, if any, shall be the property of the Association.

B. The Association shall have the privilege to install additional facilities in the faculty rooms provided that such facilities do not require structural changes.

C. The Board shall provide an adequate air conditioner in each faculty room.

D. The Board shall provide a telephone in each faculty room. The telephone shall be restricted to local calls on the "681" exchange or any replacement thereof.

ARTICLE 17

CURRICULUM COMMITTEE

A. A joint Curriculum Committee will be formed within one (1) month of the opening of the school in the fall term. It shall be chaired by the Curriculum Coordinator. Meetings of the Curriculum Committee will be held five (5) times per year or more as needed. Only instructional issues relating to curriculum and program development will be topics for discussion.

B. Minutes will be provided by the Curriculum Coordinator to the Superintendent, Principal, Board of Education and all teaching staff members.

ARTICLE 18

SICK LEAVE

A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of the school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Sick leave shall be defined to include the sickness of a teacher, the teacher's spouse and/or children.

C. Any teacher who is absent five (5) or more consecutive school days must submit a medical certificate from the attending physician stating the medical basis of the sickness of the teacher or teacher's spouse and/or children.

D. Any teacher who is absent on a day immediately prior to or after a vacation/holiday period must submit a medical certificate from the attending physician stating the medical basis of the sickness of the teacher or teacher's spouse or children.

E. When sick leave exceeds the total leave permitted under this Article, the Board may, in its sole discretion, exercise one of the following options:

1. The teacher, on a case by case basis as determined by the Board, may receive salary less the compensation paid to a substitute teacher.
2. A sum equal to 1/200th of the teacher's annual salary will be deducted from the teacher's pay for each day of absence.

F. All teachers with twenty (20) years teaching experience shall be paid, upon retirement from the School District, the following sums for each accumulated sick day:

<u>School Year of Retirement</u>	<u>Per Diem Compensation</u>	<u>Maximum Compensation</u>
1995-1996	\$30.00 per day	\$6,000.00
1996-1997	\$35.00 per day	\$7,000.00
1997-1998	\$40.00 per day	\$8,000.00

ARTICLE 19

TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary nonaccumulated leaves of absence with full pay each school year:

1. Death in "immediate family" - Upon the death of a member of the immediate family of the employee, the employee shall be granted five (5) consecutive days leave without deduction of pay. Death of relative outside immediately family - Each employee shall be allowed absence of one (1) day without deduction of pay. For this purpose, "immediate family" shall be interpreted as meaning: husband, wife, children, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, or others residing in the same domicile at the time of death or illness.
2. Three (3) days personal leave may be allowed to teachers. Provisions for religious holidays are included in this area. Two (2) days of the personal leave are at the discretion of the Superintendent. Teachers must notify the Superintendent, in writing, in advance of day requested stating reason for request. One day's personal leave shall be at the discretion of the teacher in cases of emergency. Unused personal days will be converted to sick days at the rate of one (1) sick day for each unused personal day. Further, no personal leave will be granted one day prior to or after Thanksgiving or an extended vacation period. An extended vacation period is defined to be a vacation or more than one day.
3. Time necessary for appearance in any proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is subpoenaed to attend.
4. A leave of absence may be granted to a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or

performs jury duty on which the teacher otherwise would have been scheduled to work.

5. A leave of absence of up to five (5) days without pay may be granted to a teacher at the time of marriage. Application should be made to the Superintendent.

ARTICLE 20

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to one (1) year shall be granted to any teacher who serves as an exchange teacher or accepts a Fulbright Scholarship.

B. A leave of absence without pay of up to one (1) year may be granted to a tenured teacher, only for the purpose of caring for a sick member of the teacher's immediate family. Request, in writing, must be made of the Board, through the Superintendent for approval. In addition, the leave must coincide with the school calendar year.

C. All unused accumulated sick leave to which a teacher was entitled, at the time the leave commenced, shall be restored to the teacher upon return to duty.

D. Other leaves of absence without pay may be granted by the Board, in its discretion, provided that a written statement is submitted to the Superintendent setting forth the reasons for the request and further provided that the Superintendent recommends approval to the Board.

ARTICLE 21

SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher at the sole discretion of the Board, subject to the following conditions:

1. Application for a sabbatical leave shall be made through the Superintendent.
2. Only one (1) staff member will be given a sabbatical leave per year.
3. Sabbatical leave will be for one school calendar year and be granted for graduate work or travel which relates to the teacher's subject area.
4. The teacher requesting a sabbatical leave must have completed at least seven (7) full school years of service in the Belmar School District.
5. A teacher on sabbatical leave shall be paid by the Board at fifty (50%) percent of the salary and receive all of the benefits the teacher would have received if the teacher had remained on active duty.
6. Upon return to the District, the teacher must agree to remain with the School District for a minimum of two (2) years.
7. Upon return, the teacher shall be entitled to advance to the next level of the salary schedule receiving the benefit of any salary increase granted during the term of the sabbatical leave, providing all requirements of the sabbatical leave policy have been satisfactorily fulfilled.

ARTICLE 22

MATERNITY LEAVE

A. The Board of Education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq. and this agreement.

B. It is recognized that a teacher's maternity leave application involves both a disability and a child-care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child-care phase is that period of time selected by the teacher which follows the disability phase during which time the teacher voluntarily suspends a teaching career to care for the new born child.

1. Disability phase. Any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board, the teacher shall specify in writing the date on which the teacher wishes to return to work after the birth. The Board shall require any teacher to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the teacher's and the Board's physicians may be applied against accumulated leave time at the option of the teacher.
2. Child-care phase. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes as defined above, the tenured teacher shall be

granted, at the teacher's discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year. Teachers on maternity leave desiring to switch from option 2(a) to option 2(b) shall notify the Superintendent by March 15 of the year in which the maternity leave was taken. Any further extensions of child-care leave shall be discretionary with the Board of Education.

The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which leave is obtained.

C. No tenured or non-tenured teacher shall be barred from returning to work after the birth of a child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and the desired date of return except as is provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any teacher after the birth of a child to produce a certificate from a physician showing that the teacher is physically capable of resuming employment duties.

D. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

ARTICLE 23

INSURANCE PROTECTION

A. The Board shall pay the full premium for employee only health, prescription drug and dental insurance for each non-tenured teacher.

B. The Board shall pay the full premium for employee and family health, prescription drug and dental insurance for each tenured teacher.

C. The medical coverage deductible for the calendar years 1996, 1997 and 1998 shall be \$200/\$400. The prescription drug insurance shall be a \$5/\$10 co-pay program.

D. The Board shall select the appropriate insurance carrier; provided however, that insurance benefits are at least equal to existing insurance coverage.

E. The Board shall provide each teacher with any information made available to the Board by the insurance carrier.

ARTICLE 24

PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a teacher is not an appropriate concern of the Board except as it may affect the teacher's performance in assigned functions.

B. Teachers are entitled to the rights guaranteed by the Constitution of the United States and the Constitution of the State of New Jersey as such rights have been interpreted.

C. The parties hereto agree that it is important to foster the principle of academic freedom insofar as the attainment of that goal is not inconsistent with the proper functioning of the school system.

ARTICLE 25

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Belmar Teachers' Association, Monmouth County Education Association, New Jersey Education Association or National Education Association, or any one or any combination of such Associations as teachers individually and voluntarily authorize the Board to deduct. The Board agrees to deduct Association dues in accordance with N.J.S.A. 52:14-15.9e and under rules established by the State Department of Education.

B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. Each teacher shall be offered the opportunity to authorize a salary deduction for participation in a Tax-Sheltered Annuity of the teacher's choice.

ARTICLE 26

PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. All certificated personnel under contract may obtain reimbursement for the cost of tuition for a maximum of ten (10) semester hours of credit per school year (July 1st through June 30th - including summer season) on the following basis:

1. Course selections are made in conjunction with the Superintendent.
2. Maintenance of a grade "B" or better.
3. The cost of tuition credits will be reimbursed at an amount not to exceed those rates in effect at Rutgers University, the State University of New Jersey.

B.

1. The Association and the Board have a mutual responsibility to promote better instruction. The Board welcomes Association contributions to all aspects of strengthening the education program to best meet the needs of the students, the school, and the community.
2. The Association may cooperatively participate in any aspect of an experimental or other project or program proposed by the Board. Participation shall include, but not be limited to inquiry, study, research, deliberations, recommendations, implementation and evaluation of the proposed system.

ARTICLE 27

ADVISORY COUNCIL

A joint Advisory Council consisting of five (5) members of the Association appointed by the Association, three (3) members of the Board of Education appointed by the Board of Education, and two (2) administrators appointed by the Board of Education, is hereby established. The Council shall meet at least four times a year or as the need arises and discuss matters of mutual concern in the Belmar School District. The primary function of the Council is to recommend for consideration by the Board of Education the establishment of policies and practices pertinent to the functioning of the District. Nothing in this Article shall be interpreted to prevent the Council from consulting or appointing to its committees, such additional members, teachers, administrators, students, parents, or Board of Education members as the original members herein designated shall determined are desirable and appropriate for the Council. The intent of this Article is not to circumvent standing procedure and policies relating to specific cases or controversies.

ARTICLE 28
REPRESENTATIVE FEE

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, the teacher will be required to pay a representation fee to the Association for the membership year. The purpose of this fee is to offset the teacher's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum.

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representative fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of

the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification.

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those teachers who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such teachers, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule.

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the teacher begins employment in a bargaining unit position, unless the teacher previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the teacher's employment in a bargaining unit position, whichever is later.

3. Termination of Employment.

If a teacher who is required to pay a representation fee terminates employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question.

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those

used for the deduction and transmission of regular membership dues to the Association.

5. Changes.

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and the changes will be reflected in any deductions made more than 10 days after the Board received notice.

6. New Teachers.

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all teachers who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such teachers.

D. Indemnification

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE 29

DURATION OF AGREEMENT


This Agreement shall be effective as of July 1, 1995 and shall continue in full force and effect until June 30, 1998. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof, the parties have caused this Agreement to be signed by its authorized representatives.

ATTEST:


BELMAR BOARD OF EDUCATION


THOMAS J. WEST, Secretary

BY: 
LARRY HAHN, President

BELMAR TEACHERS' ASSOCIATION

BY: 
DEBORAH MANSER, Co-President


JACQUELINE CLARK, Co-President

Schedule "A"

1995\96 TEACHERS PREPARED SALARY GUIDES

STEP	BACHELORS	MASTERS	MASTERS + 30
1	28,664	29183	29702
2	29064	29583	30102
3	29669	30293	31250
4	30218	31312	32563
5	31052	32042	33917
6	31751	32739	35186
7	32975	33825	36400
8	34080	35130	37980
9	35320	36320	39445
10	36615	38900	41500
11	40364	43021	47020
12	43900	46395	50150
13	56900	58595	60920

Schedule "B"

1996/97 TEACHERS PREPARED SALARY GUIDES

STEP	BACHELORS	MASTERS	MASTERS + 30
1	29214	29733	30252
2	29564	30083	30602
3	30069	30693	31250
4	30718	31512	32563
5	31452	32542	33917
6	32401	33389	35186
7	33175	34075	36400
8	34480	35330	37980
9	35670	36670	39445
10	36665	38900	41500
11	39864	42521	46520
12	42900	45345	49700
13	55555	57250	59575
14	58700	60395	62720

Schedule "D"

NON-ACADEMIC GUIDE

GUIDE A - 1-3 YEARS

	<u>1995/96</u>	<u>1996/97</u>	<u>1997/98</u>
Band	1543.00	1619.00	1698.00
Chorus	964.00	1012.00	1061.00
Soccer	1414.00	1484.00	1556.00
Softball	1414.00	1484.00	1556.00
Baseball	1414.00	1484.00	1556.00
Cheerleading	1607.00	1686.00	1768.00
Basketball	1607.00	1686.00	1768.00
A.V.	1286.00	1349.00	1415.00

GUIDE B - 4+ YEARS

	<u>1995/96</u>	<u>1996/97</u>	<u>1997/98</u>
Band	2121.00	2225.00	2334.00
Chorus	1029.00	1079.00	1132.00
Soccer	1864.00	1956.00	2051.00
Softball	1864.00	1956.00	2051.00
Baseball	1864.00	1956.00	2051.00
Cheerleading	1864.00	1956.00	2051.00
Basketball	2443.00	2563.00	2688.00
A.V.	1607.00	1686.00	1768.00

Schedule "C"

1997/98 TEACHERS PREPARED SALARY GUIDES

STEP	BACHELORS	MASTERS	MASTERS + 30
1	29814	30333	30852
2	30114	30633	31152
3	30519	31143	31700
4	31168	31962	32563
5	31952	32642	33917
6	32751	33789	35286
7	33675	34675	36600
8	34930	35880	38305
9	36070	36895	39495
10	37155	38900	41500
11	40029	42686	46685
12	42640	45085	49440
13	48870	51665	59515
14	60500	62195	64520